

109 MEASURE AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

All work under the contract will be measured by the Engineer according to United States standard measure.

Measure will be taken only within designated limits as indicated or intended by the plans or as directed or computed to provide correct limits in accordance with intent of work and the project.

Pay items with units of measure on a linear or area basis will be computed from actual surface measure and/or plan dimensions, as altered to meet field conditions.

No deduction will be made in area measure for any individual fixture with an exposed area of 9 square feet or less.

Materials measured or proportioned by weight shall be weighed on accurate approved scales by qualified personnel at approved locations unless theoretical weights are permitted. Ton measure shall mean 2000 pounds avoirdupois.

Net certified scale weights, or rail shipment weights based on certified volumes, will be basis of weight measure subject to correction for loss as determined.

When volume measure is specified, material may be weighed when approved and converted to volume measure. Factors for conversion from weight measure to volume measure, unless provided in specifications, will be determined by the Engineer.

Volume measure will be computed at 60°F or corrected to volume at 60°F, using ASTM D 1250 for asphalts and ASTM D 633 for tars.

Pay items with a job unit measure shall include all necessary fittings and accessory work needed to complete intent of the work.

Unless more rigid tolerances are required by specifications, established industry manufacturing tolerance will be accepted.

109.02 SCOPE OF PAYMENT

The Contractor shall receive and accept compensation provided by contract pay items as full payment for furnishing all materials and for performing all contract work in a complete and acceptable manner including all labor, plant and incidentals needed, and for all risk, loss, damage or expense of whatever nature arising from the work and its prosecution, subject however to contract provisions.

If payment clauses require that payment include compensation for certain work or material accessory to pay item, the amount of this included work or material will not be measured nor will payment be made under any other contract pay item.

Where 2 or more pay item areas overlap either by discrepancy in definition or by the intricate

nature of work, payment will be made at the lowest contract unit price of overlapping pay items involved.

The phrases "work includes" and "as part of work" are sometimes used to clarify that referenced requirements shall be included as part of the pay item involved; no separate or additional payment will be made.

The phrase "at Contractor expense" means the Contractor shall meet requirements as his sole expense with neither liability nor expense to the District. The phrase normally refers to repair of unacceptable work due either to the Contractor's operation or to the Contractor's failure to take reasonable or specified precautions.

109.03 EXTRA AND FORCE ACCOUNT WORK

Whenever the parties fail to agree on an equitable adjustment in price for change order work or in the processing of claims, the following supplements the basis of the cost breakdown defined in subsections 1 through 7 of Section D, Article 3 of the Contract General Provisions.

3. Materials - Payment for cost of required materials will be F.O.B. the job site with an allowance of up to 15 percent to cover overhead and profit. For landscape plantings, up to 25 percent will be allowed to cover overhead and profit.

4. Rented Equipment - The current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest shall be used to determine the equipment rental rates in lieu of the AED specified in Article 3, Section D, paragraph 4 of the Contract General Provisions.

5. Contractor's Equipment - Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate from the Rental Rate Blue Book for Construction Equipment published by Data Quest by 176 hours. No payment will be made under any circumstance for repair cost, freight and fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection. Approved transportation charges will be paid (one way) from the nearest source if the equipment is brought up to the project specifically for use on the change order work and is not to be used on any other work.

8. Liability Insurance - When additional liability insurance is required the payment for the additional insurance will be based on the additional premiums, to which up to 5 percent of additional premium will be allotted to cover handling.

109.04 ELIMINATED ITEMS

Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the Engineer may, upon written order to the Contractor, eliminate such pay items from the contract, and such action shall in no way invalidate the contract. When the Contractor is notified of the elimination of pay items, he will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

109.05 PROGRESS PAYMENTS

Progress payments will be made at least once a month based upon estimates prepared by the Engineer of the value of work performed and materials complete in place in accordance with the contract and for materials delivered in accordance with 109.07.

No partial payment will be made when the total value of work performed since last estimate amounts to less than \$300.00.

109.06 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer certification that the Contractor has made and will make timely payments to his subcontractors and suppliers per his contractual arrangements with them.

Certification shall be made on the form prescribed.

109.07 PAYMENT FOR STOCKPILED MATERIALS

Payment for stockpiled materials shall be included in the monthly progress payments providing the following conditions are met:

1. The stockpile site is under the control of either the District or the Contractor and will remain so until the material is incorporated in the work. If the site is under the control of the Contractor, proof of such control shall be submitted to the District.

2. Appropriate test reports, if required, shall be submitted to the District which show that the materials meet the requirements of the contract.

3. Contractor requests for payment shall be in writing and shall include the written consent of the surety.

4. Copies of suppliers' invoices shall accompany all requests for payment. Copies of paid invoices for materials shall be submitted to the District within 1 month after the Contractor has received payment for the materials. Failure to provide timely submissions of paid invoices shall be cause to deduct payment for the materials from the subsequent monthly progress payment.

5. Payment shall be limited to the following stockpiled materials unless specifically approved by the Engineer: sewer pipe, water pipe, water and sewer valves, guiderail, electrical work materials, mechanical work materials, piling, PCC form materials, reinforcing steel, prestressed concrete beams, structural steel, paint, stone masonry, railing, bridge deck drainage, steel sign structures, and wall tile.

No payment will be made for invoices less than \$2,000.00.

109.08 ACCEPTANCE AND FINAL PAYMENT

When the project has been accepted as provided in ARTICLE 11, of the General Provisions, the Engineer will prepare the final estimate for the work performed. If the Contractor approves the final estimate and does not file an exception to the quantities therein final payment will be made.

With approval of such final estimates by the Contractor, payment will be made for the entire sum

found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract.

If the Contractor files a claim in accordance with contract requirements, it shall be submitted in writing in sufficient detail to enable the Engineer to ascertain the basis and amount of such claim. In such cases the final sum determined by the Engineer to be due will be paid pending study of the claim. Upon final adjudication of the claim any additional payment determined to be due the Contractor will be placed on a supplemental estimate and processed for payment.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.